

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

701-10459

Same Day Mailing Services



Richard Ewell

954-828-5138

Bid 701-10459 Same Day Mailing Services

Bid Number 701-10459
Bid Title Same Day Mailing Services

Bid Start Date Feb 1, 2010 10:01:21 AM EST
Bid End Date Feb 23, 2010 2:00:00 PM EST
Question & Answer End Date Feb 18, 2010 5:00:00 PM EST

Bid Contact Richard Ewell
Purchasing

Contract Duration 1 year
Contract Renewal 3 annual renewals
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale desires guaranteed pricing from a qualified local Contractor to provide various same day fulfillment and special mail services on an "as needed" basis. Such services may include, but are not limited to: mailing list Cass certification, Move Update standards, inkjet addresses/indicia, folding, tabbing, presorting and barcoding. Same day service shall include the fulfillment requirements listed above and delivery to the USPS main facility before 7:00 P.M., 1900 W Oakland Park Blvd. Fort Lauderdale FL 33310, on the same day the mail pieces are delivered by the City to the Contractor.

For a copy of the bid, go to www.bidsync.com.

Added on Feb 12, 2010:
End date extended to 2:00 Feb. 22, 2010.
Added on Feb 18, 2010:
End date extended to 2:00 Feb. 23, 2010.

Changes made on Feb 12, 2010 1:07:58 PM EST

| | | | |
|-------------------------|-----------------------------|--------------------|-----------------------------|
| Previous End Date | Feb 12, 2010 2:00:00 PM EST | New End Date | Feb 22, 2010 2:00:00 PM EST |
| Previous Q & A End Date | Feb 10, 2010 5:00:00 PM EST | New Q & A End Date | Feb 18, 2010 5:00:00 PM EST |

Changes made on Feb 18, 2010 11:15:43 AM EST

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|-------------------|-----------------------------|--------------|-----------------------------|
| Previous End Date | Feb 22, 2010 2:00:00 PM EST | New End Date | Feb 23, 2010 2:00:00 PM EST |
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Item Response Form

Item 701-10459-1-01 - Cass Certification
Quantity 1 each
Unit Price

Delivery Location City of Fort Lauderdale
 Central Services
 100 N. Andrews Avenue
 2nd Floor
 Fort Lauderdale FL 33301
 Qty 1

Description
Cass Certification

Item 701-10459-1-02 - Move Update

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
 Central Services
 100 N. Andrews Avenue
 2nd Floor
 Fort Lauderdale FL 33301
 Qty 1

Description
Move Update

Item 701-10459-1-03 - De-Duping

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
 Central Services
 100 N. Andrews Avenue
 2nd Floor
 Fort Lauderdale FL 33301
 Qty 1

Description
De-Duping

Item 701-10459-1-04 - Inkjet Address

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
 Central Services
 100 N. Andrews Avenue
 2nd Floor
 Fort Lauderdale FL 33301
 Qty 1

Description
Inkjet Address

Item 701-10459-1-05 - Presort/Barcode

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 1

Description
Presort/Barcode

Item 701-10459-1-06 - Tabbing

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 1

Description
Tabbing

Item 701-10459-1-07 - Folding

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 1

Description
Folding

Item 701-10459-1-08 - Minimum price

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 1

Description
Please provide minimum price for small quantity special mailings regardless of services utilized.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by:
(signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City State: Zip

Telephone No. No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope

of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:



revised 9-08-09

INVITATION TO BID #701-10459**PART I - INFORMATION/SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide various same day fulfillment and special mail services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, technical specifications, etc., utilize the question / answer feature provided by Bidsync at www.bidsync.com. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of Bidsync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. TRANSACTION FEES

The City of Fort Lauderdale uses Bidsync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.bidsync.com for further information.

04. AWARD

Award will be made to the responsive and responsible bidder, quoting the lowest minimum price, for that service that will best serve the needs of the City of Fort Lauderdale. The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

05. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

06. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

07. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period may be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

09. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been

established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

10. ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

12. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

13. SUBCONTRACTING

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

14. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

15. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City of Fort Lauderdale desires guaranteed pricing from a qualified local Contractor to provide various same day fulfillment and special mail services on an "as needed" basis. Such services may include, but are not limited to: mailing list Cass certification, Move Update standards, inkjet addresses/indicia, folding, tabbing, presorting and barcoding. Same day service shall include the fulfillment requirements listed above and delivery to the USPS main facility before 7:00 P.M., 1900 W Oakland Park Blvd. Fort Lauderdale FL 33310, on the same day the mail pieces are delivered by the City to the Contractor.

The City estimates two to four special mailings per month and no warranty or guarantee is given as to the quantity of actual special mailings.

Due to the time sensitivity associated with the need for these services and travel time required for City personnel to drop off these special mailings, we require the bidder's place of business be located within three (3) miles of zip code 33316.

Bidders shall provide the City with a firm, fixed unit cost (fee) for each service requested. If a small quantity mailing minimum cost (fee) is to be charged, bidder shall indicate the minimum fee amount. In no instance shall the City be charged a per unit cost and a minimum fee. The City will not accept invoices from subcontractors (3rd party) utilized by Contractor to complete City special mailings.

BIDDER QUESTIONNAIRE
ITB #701-10459

1. What is your companies cut off time for receipt of address file(s) to comply with same day mailing fulfillment requirements?

2. What is your companies cut off time for receipt of mail pieces to comply with fulfillment requirements and same day delivery to main Post Office?

3. Is your company capable of completing all the quote requirements or will outside vendors be utilized?

4. Provide the address of drop off location for the special mailings and is it located within three (3) miles of zip code 33316?

5. What is the maximum mail piece quantity your company is able to process same day?

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or

origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.10** A quotation received in response to this ITB will be considered to be a firm offer held for acceptance for ninety (90) days from quotation due date. Deduct trade discounts and quote firm prices. In the case of a discrepancy, the unit price will prevail. The City is exempt from Federal Excise and Florida Sales Taxes. All prices quoted shall be F.O.B. destination.
- 1.11** If approved Equal is listed in the specifications, the quotation must contain adequate information to ensure that the quoted item meets the required criteria. If estimated quantities are listed, they are for information purposes only, and no warranty or guarantee of quantities is given or implied.
- 1.12** Bids will only be considered from firms who are qualified to provide the required product or service. The City reserves the right to reject bids where evidence or evaluation by the City is determined to indicate inability to perform. The City reserves the right to award to the quotation(s) that will best serve the interest of the City, to reject any or all quotations, or to cancel the ITB and reissue. The City also reserves the right to waive minor variations or irregularities in the specifications or in the bidding process.
- 1.13** Items delivered will remain the property of the seller until accepted to the satisfaction of the City. Those that do not conform to bid specifications may be rejected and returned at sellers expense.
- 1.14** If seller is required to go on City property to perform work, he/she shall assume all responsibility and expense of obtaining insurance, as required by the City. The City reserves the right to cancel any contract for cause upon written notice, and for convenience upon thirty (30) days written notice. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. Seller shall not transfer or assign the performance required by this ITB without prior written consent of the City Manager, or designee.
- 1.15** The seller agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the seller under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107A Rev 7/07

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

| <u>NAME</u> | <u>RELATIONSHIPS</u> |
|----------------------|-----------------------------|
| - | |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| | <input type="text"/> |
| | <input type="text"/> |

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Question and Answers for Bid #701-10459 - Same Day Mailing Services

OVERALL BID QUESTIONS

There are no questions associated with this bid.